

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
USA

## CONTRACT



**Vendor ID 0000006499**  
**Shadow Cross Farm**  
**PO Box 143**  
**Colchester VT 05446**  
**USA**

<b>Contract ID</b> 0000000000000000000013774		<b>Page</b> 1 of 3
<b>Contract Dates</b> 08/01/2008 to 07/31/2010		<b>Origin</b> CP
<b>Description:</b> CP EGGS GRADE A FRESH SHELLED		<b>Contract Maximum</b> \$999,999.99
<b>Buyer Name</b> LaRose, Deborah L	<b>Buyer Phone</b> 828-4635	<b>Contract Status</b> Approved

**Phone #: 802-655-0444**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	9414	EGGS, GRADE A, FRESH, SHELLED, LARGE OR MEDIUM CONTRACTOR MUST PROVIDE AND DELIVER WHITE OR BROWN GRADE A EGGS. ALL EGGS DELIVERED MUST COMPLY WITH THE PROVISIONS OF THE VERMONT FRESH EGG LAW-TITLE 6, CHAPTER 27			0.00	0.00

### CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR FRESH GRADE A EGGS ISSUED MAY 7, 2008 AND VENDOR'S RESPONSE DATED MAY 23, 2008.

SCOPE OF CONTRACT: TO SUPPLY FRESH GRADE A SHELL EGGS TO THE STATE OF VERMONT FACILITIES ON AN AS NEEDED BASIS.

CONTRACT PERIOD: THIS CONTRACT WILL BE FOR A 24 MONTH PERIOD WITH AN OPTION TO RENEW FOR TWO ADDITIONAL ONE YEAR PERIODS.

PRICING: MINUS \$.05 FOR MEDIUM WHITE EGGS, AND MINUS \$.10 FOR LARGE WHITE EGGS PER DOZEN OFF BOSTON MARKET. THE BOSTON MARKET WHOLESALE PRICE WILL BE POSTED ON THE PURCHASING & CONTRACTING WEB SITE AFTER 1:00 PM EVERY TUESDAY FOR THE FOLLOWING WEEK'S PRICING. THE LINK IS <http://bgs.vermont.gov/purchasing/eggprices>

SERVICE LOCATIONS: CHITTENDEN REGIONAL CORRECTIONAL, NORTHWEST STATE CORRECTIONAL, VERMONT STATE HOSPITAL, WOODSIDE JUVENILE REHABILITATION.

STATE OF VERMONT STANDARD STATE CONTRACT PROVISIONS: COMMODITY PURCHASES DATED JUNE 1, 2008 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: ALL PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS.

DELIVERIES MAY BE WEEKLY OR BI-WEEKLY ACCORDING TO THE INDIVIDUAL REQUIREMENTS OF THE FACILITIES. ALL DELIVERIES MUST BE INSPECTED AND SIGNED FOR BY A FOOD OFFICER AT THE TIME OF DELIVERY. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR. ALL DELIVERIES SHALL COMPLY IN ALL RESPECTS WITH THE VERMONT STATE FRESH EGG LAW, TITLE 6, CHAPTER 27; VERMONT STATUTES ANNOTATED.

QUALITY: ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE. CONTRACTORS ARE TO SUPPLY FIRST QUALITY - GRADE A ONLY.

METHOD OF ORDERING: ORDERS SHALL BE PLACED BY THE FOOD SERVICE SUPERVISORS. THESE ORDERS CAN BE PLACED BY STANDING ORDER, TELEPHONE OR FAX. PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ACCURACY WITH FILLING ORDERS AND INVOICING IS OF GREAT IMPORTANCE. INVOICING IN ACCORDANCE WITH THE CONTRACT IS ESSENTIAL FOR TIMELY PAYMENT TO THE CONTRACTOR. PROBLEMS IN RECONCILING INVOICES ARE TIME CONSUMING AND COSTLY. CONTRACTOR MUST WORK WITH THE STATE TO DEVELOP PROCEDURES THAT WILL ENSURE A MINIMUM OR

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08/01/2008 to 07/31/2010		CP
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CP EGGS GRADE A FRESH SHELLED		\$999,999.99
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LaRose,Deborah L	828-4635	Approved

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ERRORS.						

CANCELLATION: THIS CONTRACT MAY BE CANCELLED WITHOUT CAUSE BY EITHER PARTY WITH 90 DAYS' WRITTEN NOTICE TO THE OTHER. THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE IN PARAGRAPH 3.13. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15  
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15  
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15  
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT:  
[http://www.bgs.state.vt.us/forms/bgs\\_surveys/index.php?type=customer&action=customer](http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer)

PHYSICAL FACILITIES: THE CONTRACTOR'S WAREHOUSE AND TRUCK MAY BE INSPECTED BY THE STATE OR REPRESENTATIVE OF THE STATE, AND SHELL BE CLEAN, FREE OF INSECTS AND RODENTS, ADEQUATE FOR STORING AND DELIVERING PRODUCTS (DRY, CHILLED, OR FROZEN), AND MEET OR EXCEED ANY USDA OR FDA REQUIREMENTS.

RECORD KEEPING: UPON THE STATE'S REQUEST, THE CONTRACTOR MUST PROVIDE ACCURATE AND TIMELY REPORTS REGARDING INVOICES, STATEMENTS, CREDITS, AND UTILIZATION.

CONTRACTOR REPRESENTATIVE:THE PRIMARY REPRESENTATIVE WHO WILL BE RESPONSIBLE FOR THE FOLLOWING: CONTRACT ADMINISTRATION, RECEIVING AND PROCESSING ORDERS FROM ALL CENTER, ENSURING ON-TIME DELIVERY AND RESOLVING ANY SUPPLY DISCREPANCIES, AND BEING AVAILABLE ON A DAILY BASIS TO THE STATE FOOD SERVICE SUPERVISOR OR OFFICE OF PURCHASING & CONTRACTING.

DICK PAQUETTE  
TELEPHONE # 802/655-0444  
FAX # 802-655-8972  
EMAIL: SHADOWCROSS FARM@YAHOO.COM

CONTRACTOR'S DESIGNATED REPRESENTATIVE MUST BECOME FAMILIAR WITH FOOD SERVICE OPERATIONS IN CORRECTIONAL AND HOSPITAL SETTINGS.

SPECIAL PROVISIONS: ALL EGGS MUST COMPLY WITH PROVISIONS OF THE "VERMONT FRESH EGGS" LAW, TITLE 6, CHAPTER

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27,		VERMONT STATUTES ANOTATED.				

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:  
DEB LaROSE, PURCHASING AGENT, TELEPHONE 802-828-4635, FAX 802-828-2222  
E-MAIL: [deb.larose@state.vt.us](mailto:deb.larose@state.vt.us)

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the CONTRACTOR

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name : \_\_\_\_\_

Name : \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_